

STOEL RIVES LLP
760 SW Ninth Avenue, Suite 3000, Portland, OR 97205
Main 503-224-3380 Fax 503-2202480

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CROWDSTREET, INC., a Delaware
corporation,

Plaintiff,

v.

NITYA CAPITAL, LLC, a Texas limited
liability company,

Defendant

No.

COMPLAINT

Breach of Contract; Intentional Interference
with Economic Relationships; Injunctive
Relief

Fee Authority: ORS 21.135(2)(a)

(Not Subject to Mandatory Arbitration)

Plaintiff CrowdStreet, Inc. (“CrowdStreet”) alleges the following against Defendant
Nitya Capital, LLC (“Nitya,” and with CrowdStreet, the “Parties”):

PARTIES, JURISDICTION, AND VENUE

1.

CrowdStreet is a Delaware corporation with its principal place of business in
Portland, Oregon.

2.

Nitya is a Texas limited liability company with its principal place of business in
Houston, Texas.

3.

CrowdStreet and Nitya are parties to a Marketplace Services Agreement dated May
23, 2018 (the “Agreement”). A correct copy of Agreement is attached as Exhibit 1.

1

4.

2

Jurisdiction and venue are appropriate in this Court. Conduct giving rise to CrowdStreet's claims occurred in Multnomah County, and the proceeding arises out of a promise by Nitya to pay for services actually performed by CrowdStreet in Multnomah County.

6

FACTUAL ALLEGATIONS

7

5.

8

CrowdStreet is a real estate investing platform that gives investors direct access to individual commercial real estate investment opportunities, allowing investors to review, compare, and personally choose the deals that meet their own investment criteria through its proprietary online CrowdStreet Marketplace Solution (the "Marketplace"). CrowdStreet provides real estate companies seeking to raise capital for their real estate projects the opportunity, through Marketplace Services Agreements, to market their projects to active or prospective investors who have contracted with CrowdStreet for access to the Marketplace ("Users"). The value that CrowdStreet offers these real estate companies ("Sponsors") is its extensive number of Users. In turn, the value that CrowdStreet provides Users is a great number of different investment options, from diversified real estate funds to tailored portfolios and direct investment opportunities.

19

6.

20

Nitya is a privately held real estate investment firm that owns and manages real estate assets across the United States, including multifamily, new development, and commercial office and retail assets.

23

7.

24

On or around May 23, 2018, Nitya entered into the Agreement with CrowdStreet. The Agreement allows Nitya to utilize the Marketplace to promote its projects to

26

1 CrowdStreet's Users. The value that CrowdStreet provided Nitya through the Agreement is
2 access to the Marketplace and its Users, *i.e.*, potential investors in Nitya's projects.

3 8.

4 In order to preserve the strength of CrowdStreet's relationships with its Users and the
5 trust those Users have in CrowdStreet, the Agreement provides limitations on the
6 communications Nitya may send to CrowdStreet Users. Specifically, pursuant to Section 6
7 of the Agreement, Nitya agreed "not to circumvent or attempt to circumvent CrowdStreet or
8 the CrowdStreet Marketplace Solution in relation to Users and Project(s)" and "not [to]
9 market any future offerings directly to Users without the written approval or involvement of
10 CrowdStreet[.]" Section 6 provides in full:

11 All information obtained through the CrowdStreet Marketplace
12 Solution is confidential. You may not disclose such confidential
13 information or use such confidential information for any purpose
14 other than for the purpose of interacting with a potential investor
15 through the CrowdStreet Marketplace Solution. You agree not to
16 circumvent or attempt to circumvent CrowdStreet or the
17 CrowdStreet Marketplace Solution in relation to Users and
18 Project(s). **You explicitly agree that you shall not market any
19 future offerings directly to Users without the written approval
20 or involvement of CrowdStreet by emailing a request to
21 ir@crowdstreet.com. Any agreement to the contrary shall be
22 agreed to in each Proposal including fees and communication
23 processes. You agree that money damages would not be a
24 sufficient remedy for any breach of this Agreement and that
25 CrowdStreet will be entitled to specific performance and
26 injunctive or other equitable relief as a remedy for any such
breach, and you further agree to waive any requirement for
the securing or posting of any bond in connection with such
remedy. Such remedy will not be deemed to be the exclusive
remedy for breach of this Agreement, but will be in addition to
all other remedies available at law or equity.**

(Ex. 1 § 6) (the "Confidentiality and Non-Circumvention Provision") (emphasis in original).

9.

In 2019, CrowdStreet began receiving complaints from Users stating that Nitya was
sending them unwanted promotional emails to review and invest in their deals outside of the
Marketplace.

STOEL RIVES LLP
760 SW Ninth Avenue, Suite 3000, Portland, OR 97205
Main 503-224-3380 Fax 503-2202480

STOEL RIVES LLP
760 SW Ninth Avenue, Suite 3000, Portland, OR 97205
Main 503-224-3380 Fax 503-2202480

1 10.

2 Over numerous emails and telephone calls, CrowdStreet explained to Nitya's
3 President, Vivek Shah, and its Investor Relations Manager, Joanne Choi, that the
4 Confidentiality and Non-Circumvention Provision prohibited Nitya from engaging in these
5 direct communications with Users, and demanded that Nitya cease these activities.
6 CrowdStreet has further demanded that, except for the 36 Users who opted in to Nitya's
7 communications, Nitya scrub the email addresses of CrowdStreet Users from its marketing
8 data. On or around January 13, 2020, Nitya informed CrowdStreet that it would do so.

9 11.

10 On or around February 18, 2020, Nitya sent yet another email to CrowdStreet Users
11 marketing yet another non-Marketplace investment opportunity. CrowdStreet again
12 demanded that Nitya cease these activities and scrub the Users' information from its systems.
13 Although Nitya again agreed to so, CrowdStreet identified yet another email from Nitya to
14 CrowdStreet's Users marketing another non-Marketplace investment opportunity later that
15 same day.

16 12.

17 On February 21, 2020, CrowdStreet sent a letter to Nitya demanding that it
18 immediately cease and desist any and all further communications with CrowdStreet's Users
19 marketing non-Marketplace investment opportunities—including the open investment
20 opportunity circulated on February 18—except for the 36 Users that opted in to Nitya's
21 communications. On February 24, 2020, Nitya confirmed that it would remove all Users
22 from its distribution list other than (a) Users that had invested with Nitya prior to the
23 execution of the Agreement and (b) Users that had expressly opted in to Nitya's
24 communications. Based on these representations, CrowdStreet understood that Nitya had
25 ceased marketing non-Marketplace investment opportunities to CrowdStreet Users other than
26 those identified above.

STOEL RIVES LLP
 760 SW Ninth Avenue, Suite 3000, Portland, OR 97205
 Main 503-224-3380 Fax 503-2202480

1 13.

2 On or about June 12, 2020, however, CrowdStreet discovered that Nitya had once
 3 again begun marketing unapproved investments to CrowdStreet's Users when CrowdStreet's
 4 CEO received an unapproved solicitation from Nitya outside of the Marketplace. On
 5 information and belief, Nitya marketed to Users a non-Marketplace investment opportunity
 6 that closed in August 2020.

7 14.

8 On information and belief, on or around October 30, 2020, Nitya launched a
 9 crowdfunding platform that will mimic the Marketplace in key ways.

10 15.

11 Because CrowdStreet's prior efforts have failed to stop Nitya's actions, CrowdStreet
 12 determined it necessary to file this action seeking interim relief to protect its relationship with
 13 its Users and the value of the Marketplace platform.

14 **FIRST CLAIM FOR RELIEF**

15 **(Breach of Contract—Injunctive Relief)**

16 16.

17 CrowdStreet realleges and incorporates herein the allegations in paragraphs 1-15,
 18 above.

19 17.

20 The Agreement is a valid and enforceable contract between CrowdStreet and Nitya.

21 18.

22 CrowdStreet performed its obligations under the Agreement.

23 19.

24 The Confidentiality and Non-Circumvention Provision prohibits Nitya from
 25 circumventing "CrowdStreet or the CrowdStreet Marketplace Solution in relation to Users
 26 and Project(s)" and from "marketing any future offerings directly to Users without the

1 written approval or involvement of CrowdStreet.” It further prohibits Nitya from
 2 “disclos[ing]” or “us[ing]” information obtained from the Marketplace “for any purpose
 3 other than for the purpose of interacting with a potential investor *through the CrowdStreet*
 4 *Marketplace Solution.*” (Emphasis added.) Nitya repeatedly breached this provision when it
 5 marketed to Users outside of the Marketplace and without CrowdStreet’s approval.

6 20.

7 Nitya breached the Confidentiality and Non-Circumvention Provision despite
 8 receiving notice on numerous occasions from CrowdStreet that Nitya’s actions violated the
 9 Agreement. Because of Nitya’s past actions, CrowdStreet believes that Nitya will again
 10 solicit Users outside the Marketplace and without CrowdStreet’s approval unless enjoined
 11 from doing so.

12 21.

13 CrowdStreet has suffered and continues to suffer damages as a direct and proximate
 14 result of Nitya’s breach of contract.

15 22.

16 Nitya’s continued solicitation of Users outside the Marketplace without
 17 CrowdStreet’s approval will cause CrowdStreet irreparable harm by damaging its
 18 relationship with Users and, by extension, its business reputation, which is CrowdStreet’s
 19 most valuable asset. Because of the importance of maintaining control over access to its
 20 Users, the Agreement expressly provides (and Nitya agreed) “that money damages would not
 21 be a sufficient remedy for any breach of this Agreement and that CrowdStreet will be entitled
 22 to specific performance and injunctive or other equitable relief as a remedy for any such
 23 breach.” (Ex. 1 § 6.)

24 23.

25 For these reasons, CrowdStreet is entitled to an injunction to prevent further breach of
 26 the Agreement by Nitya and, in order to prevent further harm during the course of this action,

1 is entitled to a preliminary injunction against Nitya to ensure it does not continue to violate
 2 the terms of the Agreement. Further, no bond should be required because Nitya agreed “to
 3 waive any requirement for the securing or posting of any bond in connection with such
 4 remedy.” (*Id.*)

5 **SECOND CLAIM FOR RELIEF**

6 **(Intentional Interference with Economic Relationships—Injunctive Relief)**

7 24.

8 CrowdStreet realleges and incorporates herein the allegations in paragraphs 1-23,
 9 above.

10 25.

11 CrowdStreet has a contractual, business relationship with each of its Users.

12 26.

13 Nitya intentionally interfered with CrowdStreet’s relationship with at least 226 Users
 14 through improper means—*i.e.*, by contacting them outside of the Marketplace without their
 15 consent or the consent of CrowdStreet—and for an improper purpose—*i.e.*, to circumvent
 16 CrowdStreet as an intermediary.

17 27.

18 Nitya’s intentional interference has caused harm to CrowdStreet’s relationships with
 19 these Users, and CrowdStreet has suffered and continues to suffer damages as a direct and
 20 proximate result.

21 28.

22 Nitya’s continued solicitation of Users outside the Marketplace without
 23 CrowdStreet’s approval will cause CrowdStreet irreparable harm by further damaging its
 24 relationship with these Users and, by extension, CrowdStreet’s business reputation, which is
 25 CrowdStreet’s most valuable asset.

26

1 29.

2 For these reasons, CrowdStreet is entitled to an injunction to prevent Nitya from
3 further interfering and harming CrowdStreet's relationships with Users.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, CrowdStreet respectfully prays that this Court enter judgment as
6 follows:

- 7 1. Preliminarily and permanently restraining and enjoining Nitya from soliciting
8 Users outside the Marketplace and without CrowdStreet's approval;
9 2. Awarding CrowdStreet its costs and disbursements; and
10 3. Granting CrowdStreet all such other and further relief as the Court deems just
11 and equitable under the circumstances.

12 DATED: November 17, 2020.

13 STOEL RIVES LLP

14 /s/ Samantha K. Sondag

15 AMY EDWARDS, OSB No. 012492

16 amy.edwards@stoel.com

17 SAMANTHA K. SONDAG, OSB No. 154244

18 samantha.sondag@stoel.com

19 Stoel Rives LLP

20 760 SW Ninth Avenue, Suite 3000

21 Portland, OR 97205

22 Telephone: 503.224.3380

23 Attorneys for Plaintiff

24 Trial Attorney: Amy Edwards

STOEL RIVES LLP
760 SW Ninth Avenue, Suite 3000, Portland, OR 97205
Main 503-224-3380 Fax 503-2202480



MARKETPLACE SERVICES AGREEMENT

This Marketplace Services Agreement, dated as of May 23, 2018 (the "Effective Date"), is by and between CrowdStreet, Inc. ("CrowdStreet") and the sponsor indicated on the signature page to this Agreement ("you" or the "Sponsor").

Capitalized terms used but not immediately defined in this Agreement are used with the meanings given in Appendix A.

Section 1. SERVICES

1.1 Designation; Exclusivity

Subject to the terms and conditions of this Agreement, CrowdStreet hereby grants you the right to list Projects (each, a "Project or Offering") through the CrowdStreet Marketplace Solution, subject to CrowdStreet's acceptance, in its sole discretion, of each Project. CrowdStreet agrees that each Project it accepts will be described in and subject to the additional terms set forth in a separate Marketplace Solution Proposal(s) (each, a "Proposal"), which in each case must be accepted by the parties. Each Project shall continue for the period set forth in a Proposal, which period may be extended with CrowdStreet's consent and payment of any applicable fees, or earlier terminated as provided in Sections 2.2 and 2.4 below. You agree that each Project listed through the use of the CrowdStreet Marketplace Solution will be an exclusive posting to CrowdStreet and will not be marketed or advertised on any other online third-party intermediary funding platform. Nothing herein shall require Sponsor to list Projects through CrowdStreet Marketplace Solution other than after the acceptance of a Proposal of such Project.

1.2 Terms of Service

The Services are offered to you, subject to your acceptance without modification, of all of the terms and conditions contained in this Agreement and all other operating rules and policies governing use of the CrowdStreet Marketplace Solutions ("Marketplace Solutions"), including the Website generally (including without limitation the Terms of Services and Privacy Policy posted on the Website) and any future modifications or additional terms that may be published from time to time on the Website or otherwise provided to you in writing to which you agree. You agree that your continued use of the Marketplace Solutions and Website after publication or notice of changed or additional terms constitutes acceptance of such amendment. Should you choose to use the CrowdStreet Online Funding solution as part of your use of Marketplace Solutions you will be required to review and agree to a click wrap agreement with separate terms and conditions from this Agreement. You acknowledge and agree that CrowdStreet is not a registered broker-dealer, investment advisor or funding portal and shall not perform any activities of a broker-dealer or investment adviser, including but not limited to, soliciting investors, providing investment advice or recommending the purchase of the Securities.



Section 2. USE OF CROWDSTREET MARKETPLACE SOLUTIONS

2.1 Registration and Account Management

In order to access the Marketplace Solutions you must create an account and become a registered user. You agree that any information you provide CrowdStreet on registration for an account and at all other times will be true, current, and complete. You further agree that you will ensure that all information is kept accurate and up-to-date at all times your account remains open and active. You are responsible for maintaining the confidentiality of your user name and password and for any and all activities and postings that are made using your account. You agree to notify CrowdStreet immediately if you suspect that an unauthorized person has accessed your account.

2.2 Posting and Removal of Information

CrowdStreet is under no obligation to and will not verify the information you provide for inclusion in the Marketplace Solutions, including through the Website. Subject to your consent, CrowdStreet may format the information provided about a particular Project to conform the look and feel of a Project posting to other projects posted on the Website. You are responsible for any information or materials CrowdStreet prepares, edits, modifies, or formats on your behalf, provided that you are given an opportunity to review and approve such materials and information. Any materials or information provided to you in writing by CrowdStreet will be deemed accepted within three business days, unless you notify CrowdStreet in writing of non-acceptance. CrowdStreet may remove any information or portions thereof in the event the information violates this Agreement or if CrowdStreet has any reason to believe that the information or any portion thereof may violate a third party's intellectual property or other rights, is defamatory, is materially inaccurate, or may otherwise expose CrowdStreet to liability without notice and without liability for such removal. Any information forwarded to prospective investors or made available on the Website will be in compliance with Federal and states securities laws and acceptable to both CrowdStreet and its counsel, if any. The Sponsor agrees that it shall be required to engage a third-party escrow agent or banker for the Project and will agree with such escrow agent that, in the event the Project is terminated by CrowdStreet and/or Sponsor, all funds held in escrow shall be promptly returned to investors.

2.3 Compliance with Laws

You agree to use the Marketplace Solutions only for purposes that are legal, proper and in accordance with all applicable law, rules, and regulations, including, without limitation, the Securities Act of 1933, the Securities Exchange Act of 1934, any applicable state "blue sky" laws, any other applicable United States federal or state laws, rules, or regulations, and any applicable foreign laws.



2.4 Suspension and Termination of Services

CrowdStreet may deny, suspend, or terminate your account and access to the Marketplace Solutions for any reason and without notice, including, without limitation, if CrowdStreet believes that you are in breach of a term of this Agreement, are using the Marketplace Solutions in an unauthorized or fraudulent manner or in any way that may expose CrowdStreet, its sponsors, or other users to liability or damage to business or reputation.

Section 3. FEES

3.1 Fees; Adjustment

You agree to pay CrowdStreet for the Services purchased on or through your account at rates set forth in each Proposal, or otherwise as mutually agreed in writing from time to time.

3.2 Payment

Fees will be billed as provided at the time you purchase any Services and must be paid as set forth in each Proposal. CrowdStreet will bill you all applicable charges through the payment method specified in your account. For credit or debit card payments, CrowdStreet may seek pre-authorization of your card account prior to your purchase to verify that the card is valid and has the necessary credit or funds available.

Section 4. ADDITIONAL TERMS APPLICABLE TO YOUR USE OF CROWDSTREET MARKETPLACE SOLUTIONS

4.1 Your Responsibilities as Sponsor

You represent, warrant and agree as of the date of this Agreement, and as of the date of each closing of a transaction listed on the CrowdStreet Marketplace Solution (each such date, a "Closing Date"), to each of the provisions as set forth on Appendix B as it may be amended in writing from time to time.

4.2 CrowdStreet's Responsibilities as Provider of the Marketplace Solutions

CrowdStreet represents, warrants, and agrees as of the date of this Agreement, and as of each Closing Date, to each of the provisions as set forth on Appendix C as it may be amended in writing from time to time.

4.3 Covenants and Conditions Applicable to Each Closing

You and CrowdStreet agree to use respective best efforts to comply with covenants and satisfy conditions at or prior to Closing as set forth on Appendix D as it may be



amended in writing from time to time.

Section 5. OWNERSHIP OF MARKETPLACE SOLUTIONS AND DATA

5.1 CrowdStreet Materials

(a) Ownership. CrowdStreet, its affiliates, and its licensors own all right, title and interest in the CrowdStreet Materials, whether registered or unregistered. The CrowdStreet Materials are protected by copyright, trademark, patent, trade secret, and other intellectual property laws and proprietary rights. You agree to comply with all applicable laws by not copying or using proprietary content, except as allowed by this Agreement or by written consent of the owner of the proprietary rights.

(b) License. CrowdStreet hereby grants you a non-exclusive, revocable, non-transferrable license to download and print the CrowdStreet Materials for your personal, non-commercial use only, provided that you retain all copyright and proprietary notices that are contained in such portion of the CrowdStreet Materials. You may not modify, distribute, share, disclose, transmit, display, reproduce, publish, license, create derivative works from, transfer, or otherwise use the CrowdStreet Materials in any other way, except with the prior written permission of CrowdStreet. Your access to or use of the Website does not grant or transfer to you ownership interest or any rights in the CrowdStreet Materials other than those rights expressly granted in this Agreement or the Terms of Use.

5.2 Your Materials

It is expected that you, as a Sponsor, will submit, post, transmit and share certain Sponsor Materials. You are solely responsible for all Sponsor Materials that you, directly or indirectly, post, transmit, or share on or through the Marketplace Solutions and Website, as well as for any actions taken by CrowdStreet or Users as a result of your Sponsor Materials.

You retain all right, title, and interest in your Sponsor Materials. By posting, transmitting, or sharing your Sponsor Materials on or through the Website, you hereby (a) grant to CrowdStreet and its affiliates, sub-licensees, partners, designees, and assignees, a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sub-licensable, and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, and otherwise display your Sponsor Materials and derivatives thereof for the purposes for which it is provided and in any media form, and (b) grant to users of the Website a non-exclusive license to access or otherwise use your Sponsor Materials to assess whether to invest in a Project. You hereby affirm, represent, and warrant that: (i) you either own the Sponsor Materials or have the necessary rights and permissions to grant the rights and license set forth herein, and (ii) the Sponsor Materials and any use of the Sponsor Materials pursuant to this Agreement, does not and will not: (A) infringe, violate, or misappropriate any third-party right, including any intellectual property or proprietary right; (B) violate any applicable laws, rules, or regulations (including, without limitation, United States federal and state securities laws); or (C) require CrowdStreet to obtain a license or permission from or pay fees to any third party.



5.3 User Content

You agree and understand that you may be exposed to User Content posted by others that is inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that CrowdStreet makes no representations or warranties regarding User Content and is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to User Content. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against CrowdStreet with respect to User Content posted by users.

CrowdStreet has no obligation to monitor, review, control, or guarantee the accuracy or confidentiality of User Content. However, CrowdStreet reserves the right at all times (but will not have an obligation) to remove or edit any User Content in its sole discretion, with or without notice. Without limiting the generality of the preceding sentence, CrowdStreet complies with the Digital Millennium Copyright Act, and will remove User Content from the Website upon receipt of a compliant takedown notice. CrowdStreet will promptly respond to your request for removal of false, misleading, defamatory or similar user content.

Section 6. CONFIDENTIALITY AND NON-CIRCUMVENTION

All information obtained through the CrowdStreet Marketplace Solution is confidential. You may not disclose such confidential information or use such confidential information for any purpose other than for the purpose of interacting with a potential investor through the CrowdStreet Marketplace Solution. You agree not to circumvent or attempt to circumvent CrowdStreet or the CrowdStreet Marketplace Solution in relation to Users and Project(s). **You explicitly agree that you shall not market any future offerings directly to Users without the written approval or involvement of CrowdStreet by emailing a request to ir@crowdstreet.com. Any agreement to the contrary shall be agreed to in each Proposal including fees and communication processes. You agree that money damages would not be a sufficient remedy for any breach of this Agreement and that CrowdStreet will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and you further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy will not be deemed to be the exclusive remedy for breach of this Agreement, but will be in addition to all other remedies available at law or equity.**

This Section 6 does not apply to information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your representatives, (ii) is or was developed independently by you (such as your Sponsor Materials), (iii) becomes available to you on a non-confidential basis from a third party, provided that the third party was not bound by an obligation of confidentiality to CrowdStreet, or (iv) is required to be disclosed by law, provided that you promptly notify CrowdStreet in order to provide CrowdStreet an opportunity to seek a protective order or other relief with respect to such impending disclosure. This Section 6 shall not apply to (i) users who have previously invested in a Project through the CrowdStreet Marketplace Solution who approaches Sponsor or its affiliates regarding investment in a Project, provide that Sponsor notifies CrowdStreet of such approach (ii) any current investor in Nitya sponsored investments or their affiliates or (iii) any institutional investor.



Section 7. TERMINATION

7.1 Termination by CrowdStreet

Subject to any continued posting requirements under Section 1.1 or an accepted Proposal (which will itself terminate in the event of a material breach of this Agreement by you), you agree that CrowdStreet, in its sole discretion and for any or no reason, may terminate this Agreement, your account, and your right to use the Website at any time without liability.

7.2 Termination by You

You may terminate this Agreement and your account at any time and for any reason or no reason, by contacting CrowdStreet customer service at info@crowdstreet.com or by deleting your account and discontinuing your use of the Services. If you terminate this Agreement or your account, you will remain obligated to pay all charges, if any, relating to your use of the Marketplace Solutions or Services provided by CrowdStreet prior to termination, together with any unpaid annual maintenance or subscription fees for the remaining term of any agreed subscription period. Notwithstanding any termination of this Agreement by you, the representations, warranties and agreements you have made will survive any termination of this Agreement for an indefinite period or expiration by their express terms.

7.3 Effect of Termination

Upon any termination or expiration of this Agreement, whether by you or CrowdStreet, CrowdStreet may remove and destroy all or any part of the information uploaded by you. CrowdStreet will have no obligation to maintain any such information in its databases or to forward any such information to you or any third party.



Section 8. NO WARRANTIES

THE SERVICES, THE CROWDSTREET MARKETPLACE SOLUTIONS, THE WEBSITE, THE CROWDSTREET MATERIALS, THE USER CONTENT, AND ANY OTHER INFORMATION OR MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE MARKETPLACE SOLUTIONS, WEBSITE, THE SERVICES, OR UNDER THIS AGREEMENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WHEN AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CROWDSTREET DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH LAWS, CORRECTNESS, ACCURACY, AND RELIABILITY. WITHOUT LIMITING THE FOREGOING, CROWDSTREET MAKES NO REPRESENTATION OR WARRANTY THAT USE OF THE SERVICES AND WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR COMPLIANCE WITH SECURITIES REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH STATE AND FEDERAL REGULATIONS.

CROWDSTREET DOES NOT GIVE BUSINESS ADVICE, INVESTMENT ADVICE, TAX ADVICE OR LEGAL ADVICE TO ANYONE USING THE WEBSITE. CROWDSTREET DOES NOT CLAIM TO BE AND IS NOT A BROKER, DEALER, FUNDING PORTAL OR INVESTMENT ADVISOR AND NOTHING HEREIN WILL CONSTITUTE A SALE OR OFFER TO BUY OR SELL OR RECOMMEND ANY SECURITIES BY CROWDSTREET. CROWDSTREET DOES NOT MAKE INVESTMENTS. CROWDSTREET'S SOLE ROLE IS TO PROVIDE THE SERVICES AND ACCESS TO THE WEBSITE, WHICH IS A TECHNOLOGY PACKAGE THAT ENABLES INVESTORS AND SPONSORS TO SHARE A COMMUNITY OF IDEAS, INVESTMENT OPPORTUNITIES, AND ONGOING COMMUNICATIONS. CROWDSTREET HAS NOT INVESTIGATED WHETHER ANY USER IS AN ACCREDITED INVESTOR BEYOND REVIEWING INFORMATION SUBMITTED DIRECTLY TO CROWDSTREET. CROWDSTREET IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY WITH RESPECT TO THE ACTIONS, STATEMENTS, REPRESENTATIONS, OR OMISSIONS OF ANYONE USING THE WEBSITE.

CROWDSTREET DOES NOT AGREE TO ANY OBLIGATIONS OF CONFIDENTIALITY, NONDISCLOSURE OR NONUSE, EXCEPT AS EXPLICITLY PROVIDED FOR IN CROWDSTREET'S PRIVACY POLICY OR OTHERWISE ON THE WEBSITE.

SPONSOR FURTHER UNDERSTANDS AND AGREES THAT CROWDSTREET DOES NOT PURPORT TO MAKE ANY REPRESENTATION,



WARRANTY, OR GUARANTEE THAT ANY ACTIVITY BY SPONSOR (OR ITS AFFILIATES) OR CROWDSTREET, WHETHER THROUGH THE WEBSITE OR NOT, IS IN COMPLIANCE WITH APPLICABLE STATE OR FEDERAL SECURITIES LAWS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR IS REQUIRED

TO ENSURE THAT ALL ACTIVITY IT TAKES PART IN PERTAINING TO THE SECURITIES OFFERINGS ON CROWDSTREET IS IN COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS AS THE SPONSOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL LAWS. SPONSOR SHALL AT ALL TIMES COMPLY WITH REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED, AND SHALL NOT HAVE ANY DISQUALIFYING EVENT UNDER RULE 506(D). SPONSOR AGREES THAT IT, AND NOT CROWDSTREET, SHALL HAVE THE SOLE OBLIGATION OF VERIFYING THAT EACH INVESTOR IS ACCREDITED IN ACCORDANCE WITH RULE 506(C) AND ITS ADOPTING RULES AND REGULATIONS.

Section 9. INDEMNIFICATION

To the fullest extent permissible by applicable law, You agree to defend, indemnify, and hold CrowdStreet and its directors, officers, employees, attorneys, accountants, and agents ("Representatives") harmless from any claim, demand, loss, damage, liability, or expense, including reasonable attorney fees and costs, however incurred, including those incurred at trial, in any bankruptcy proceeding, on appeal, and on any petition for review (collectively, "Damages") to the extent that Damages result directly or indirectly from your use of the Website or any Project that you list through the CrowdStreet Marketplace Solution. The Sponsor shall assume the defense of such action, including the employment and fees of counsel (reasonably satisfactory to CrowdStreet) and payment of accountable expenses.

Section 10. LIMITATION OF LIABILITY

CROWDSTREET'S LIABILITY TO YOU UNDER THIS AGREEMENT OR OTHERWISE WILL BE LIMITED TO AMOUNTS PAID BY YOU IN CONNECTION WITH A PARTICULAR PROPOSAL. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL CROWDSTREET OR ITS REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE USE OF THE WEBSITE OR THE SERVICES OR THIS AGREEMENT, EVEN IF CROWDSTREET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT CROWDSTREET HAS OFFERED ITS SERVICES, SET ITS PRICES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RESPONSIBILITY BETWEEN YOU AND CROWDSTREET, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN



ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND CROWDSTREET. CROWDSTREET WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Section 11. MISCELLANEOUS

11.1 Arbitration

Any claim arising out of or related to this Agreement or the access and use of the Marketplace Solutions and Website will be resolved exclusively by arbitration, which, unless the parties agree otherwise in writing, will be administered by and in accordance with the rules of the American Arbitration Association. The place of arbitration will be Multnomah County, Oregon. The award rendered by the arbitrator will be final and binding, and judgment may be entered on the award in any court having jurisdiction. The parties may endeavor to resolve disputes by mediation at any time as they may agree, provided, however, that resolution of disputes by mediation is not required prior to initiating resolution of disputes by arbitration. Notwithstanding anything to the contrary in this paragraph, CrowdStreet may seek injunctive relief in any court having jurisdiction, and this agreement to arbitrate certain disputes will not apply in the event parties that are integral to the resolution of a dispute are not also subject to an agreement to arbitrate and a court proceeding is otherwise pending or threatened.

11.2 Entire Agreement

This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

11.3 Force Majeure

Neither party will be responsible for failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including but not limited to strikes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God, or inadequacies of equipment, or other cause beyond the reasonable control of such party.



11.4 Governing Law

This Agreement will be governed by and construed and enforced in accordance with the laws of the state of Oregon, without regard to conflicts of laws provisions.

11.5 Severability

If any provision of this Agreement is found unenforceable, that provision will be deemed to be modified to the extent necessary to make it enforceable, while preserving its intent. If any provision of this Agreement is nonetheless held unenforceable in any jurisdiction, the provision will be severed from this Agreement as to that jurisdiction, and the enforceability of this Agreement in any other jurisdiction and of the remaining provisions in that jurisdiction will not be affected.

The parties have executed this Agreement as of the Effective Date.

SPONSOR: NITYA CAPITAL, LLC

By: [Signature]
Name: Susmit Agarwal
Title: President
Date: May 23, 2018

CROWDSTREET, INC.

By: [Signature]
Name: Darren Powderly
Title: Co-Founder, VP of Sales
Date: May 21, 2018



APPENDIX A

DEFINED TERMS

As used in this Agreement:

1. "Agreement" means this Marketplace Services Agreement.
2. "Closing Date" is used with the meaning given in Section 4.1.
3. "CrowdStreet" means CrowdStreet, Inc., a Delaware corporation.
4. "CrowdStreet Marketplace Solution" means the CrowdStreet technology and product offerings including, but not limited to, Posting Platform, Transaction Center, Investor Room, and Management Portal and the portion of the Website which makes available real estate investment opportunities to "accredited investors" (as used in the United States federal securities laws and regulations).
5. "CrowdStreet Materials" means (a) the Website, including, without limitation, the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel," organization, compilation of the content, code, and data, and (b) all content on the Website, including, without limitation, all articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any user comments. CrowdStreet Materials do not include User Content or Sponsor Materials
6. "Damages" is used with the meaning given in Section 9
7. "Sponsor" means your role as sponsor of and provider of information related to a real estate investment posted through the CrowdStreet Marketplace Solutions.
8. "Posting Issuer" means any special purpose vehicle owned or controlled by Sponsor established for a particular Project.
9. "Project" means the real estate transaction for which you seek funding through the CrowdStreet Marketplace Solution.
10. "Proposal" is used with the meaning given in Section 3.1
11. "Securities" means any equity or debt securities or similar instruments you offer or sell through the CrowdStreet Marketplace Solution.
12. "Services" means any services provided to you by CrowdStreet under this Agreement (including under any particular Proposal), which may include posting of a Project, formatting Project postings to conform to the standard look and feel of other projects posted on the Website, post-closing shareholder or other owner relationship management, and transaction document management.



13. "Sponsor Materials" means all materials and information you provide related posted and made available through the CrowdStreet Marketplace Solution.

14. "User Content" means content post on the Website by users of the Website other than you or CrowdStreet, which may include, without limitation, personal and representative profiles and information sheets, comments, streaming feeds, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any user comments or other unedited or third party content.

15. "Users" means active or prospective investors who have access to the Website.

16. "Website" means the website located at the top-level domain name crowdstreet.com and app.crowdstreet.com or custom URL for the Sponsor Direct software as a service.



APPENDIX B

YOUR RESPONSIBILITIES

You, as a Sponsor, will be responsible for your activities on or using the Website, including the CrowdStreet Marketplace Solution. As such, you will be responsible for all offers and sales of Securities by you or Posting Issuers affiliated with you, including, without limitation, compliance with applicable state and federal securities laws, proper maintenance of all books and records applicable to you and your Posting Issuers, including stock, LLC interest, and other ownership records, and all aspects of the organization and operation of Posting Issuers.

You represent and warrant to, and agree with, CrowdStreet as of the date of this Agreement, and as of each Closing Date, as follows:

1. You, as Sponsor, and each Posting Issuer organized by you or on your behalf, are or will be (a) in the case of each business organization, duly formed and organized, and validly existing under the laws of the state of incorporation or organization, in each case, with all requisite power and authority to conduct its business as conducted and proposed to be conducted, to perform its obligations under this Agreement and other agreements with CrowdStreet, and to issue any Securities being offered and sold, and (b) lawfully qualified to do business and in good standing in each jurisdiction in which you or such Posting Issuer conducts business and such qualification is required.
2. This Agreement has been duly authorized, executed and delivered by you and constitutes, a legal, valid and binding obligation of yours, except as such obligation may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights of creditors generally and the application of general equitable principles.
3. There is no consent, approval, authorization, order, registration or qualification with any court or governmental agency required for the execution and delivery and performance of this Agreement except for those which have been obtained and are in full force and effect;
4. Neither you nor any Posting Issuer is or will be in breach or violation of, or default under, with or without notice or lapse of time or both, your or its corporate or LLC charter, bylaws or other governing documents.
5. With respect to each Posting Issuer, as of each Closing Date:
 - (a) All of the issued and outstanding capital stock or other equity interests in such Posting Issuer has or will have been duly authorized and validly issued, fully paid, and nonassessable.



- (b) Securities being offered and sold by each Posting Issuer will have been duly authorized and, when duly executed, authenticated, issued and delivered against payment therefor, will be validly issued, fully paid and nonassessable.
 - (c) There is no consent, approval, authorization, order, registration or qualification with, or notice to, any governmental agency required for the offer, sale, and issuance of Securities except for those which have been obtained or given and are in full force and effect or will be obtained or given and be in full force and effect within legally required time frames.
 - (d) The offer and sale of Securities by the Posting Issuer and the consummation of the other transactions contemplated in connection therewith will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the organizational documents of a Posting Issue, and the issuance of Securities by such Posting Issuer and the consummation of the other transactions contemplated in connection therewith will not conflict with or result in a breach of any contract, agreement, indenture, note, trust deed, mortgage or other agreement or instrument to which the Sponsor or Posting Issuer is a party or by which it, or any of its properties is bound, or violate any applicable law, rule, regulation, judgment, order or decree of any government or governmental body, domestic or foreign.
- 6. There are no pending actions, suits or proceedings against or affecting you, a Posting Issuer, or any properties of either, that could reasonably be expected to have a material effect on your performance of and activities under this Agreement, and, to the best of your knowledge, no such suits or proceedings are threatened or contemplated.
- 7. You or your Posting Issuer will pay all taxes, fees and other governmental charges in connection with the offer and sale of Securities.
- 8. Subject to compliance by CrowdStreet with the relevant provisions of Appendix C, each offer and sale of Securities pursuant to this Agreement will at all times be exempt from the registration and prospectus delivery requirements of the Securities Act and any applicable state securities or "blue sky" laws. In furtherance of the foregoing, you will notify CrowdStreet in writing, either as part of a Proposal or otherwise, whether or not you or a Posting Issuer intend to rely on an exemption from registration that permits general advertising and general solicitation, and:
 - (a) In the event that you or a Posting Issuer elects to offer and sell Securities in reliance on an exemption from registration that prohibits general solicitation and general advertising, you, each Posting Issuer, and all of your respective Representatives, will refrain from all forms of general solicitation and general advertising, including, but not limited to,



advertisements, articles, notices or other communications published in any newspaper, magazine or similar medium or broadcast over television or radio.

- (b) In the event that you or a Posting Issuer elect to offer and sell Securities in reliance on an exemption from registration that permits general solicitation and general advertising, you will be solely responsible for verifying, as and to the extent required by applicable law, that all investors in the offering qualify as accredited investors under applicable securities laws.
- 9. All financial information provided by Sponsor or any Posting Issuer, including any audited or unaudited financial statements, is accurate and complete and fairly presents in all material respects, the financial position and results of operations of the subject person as of the dates and for the periods specified in such financial statements. There has been no material adverse change or development with respect to you or any Posting Issuer, taken as a whole, since the date of the most recent financial information provided.
- 10. Neither you nor any Posting Issuer, nor any of your or its respective officers, directors, managers, or holders of 5% or more of capital stock or other equity, is subject to or party to, or has received any notice or advice that any of them may become subject to, any investigation with respect to, any regulatory or other proceeding, consent decree, or other state or federal regulatory enforcement action, proceeding or order, that restricts the conduct of your or its business.
- 11. The Sponsor Materials do not and will not contain any untrue statement of a material fact or fail to contain a material fact that is required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 12. Neither you nor any Posting Issuer, nor any of your or its respective officers, directors, managers, promoters, holders of 10% or more of the capital stock or other equity, or any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers of securities, are subject to:
 - (a) Felony or misdemeanor convictions in connection with the purchase or sale of a security or involving the making of a false filing with the SEC within the last ten years;
 - (b) Injunctions or court orders within the last five years against engaging in or continuing conduct or practices in connection with the purchase or sale of securities, or involving the making of any false filing with the SEC;
 - (c) U.S. Postal Service false representation orders within the last five years;
 - (d) A proceeding or order:



- (i) revoking or suspending registration as a broker, dealer, municipal securities dealer, or investment adviser;
 - (ii) placing limitations on activities as such;
 - (iii) barring association with any entity; or
 - (iv) barring participating in an offering of penny stock; or
- (e) A suspension or expulsion from membership in, or suspension or barring from association with a member of, a registered national securities exchange or national securities association for conduct inconsistent with just and equitable principles of trade.



APPENDIX C

CROWDSTREET RESPONSIBILITIES

CrowdStreet will be responsible for the operation of the CrowdStreet Marketplace Solution, including the Website, in a manner consistent with its representations to users of the Website generally, as well as users of the CrowdStreet Marketplace Solution, including Sponsors and Users.

CrowdStreet represents and warrants to and agrees as of the date of this Agreement and as of each Closing Date, as follows:

1. CrowdStreet is and will be duly organized and validly existing under the laws of the state of Delaware, with all requisite power and authority to conduct its business as conducted and proposed to be conducted and perform its obligations under this Agreement, and is lawfully qualified to do business and in good standing in each jurisdiction in which it conducts business and such qualification is required.
2. This Agreement has been duly authorized, executed and delivered by CrowdStreet and constitutes, a legal, valid and binding obligation of CrowdStreet, except as such obligation may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights of creditors generally and the application of general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).
3. There is no consent, approval, authorization, order, registration or qualification with any governmental agency required for the execution, delivery and performance of this Agreement.
4. CrowdStreet will perform the additional duties expressly agreed to in each Proposal.



APPENDIX D

COVENANTS AND CONDITIONS FOR EACH CLOSING

1. The Posting Issuer shall have obtained all governmental authorizations required, if any, in connection with the offer, sale and issuance of Securities and the performance of its obligations hereunder.
2. Prior to the Closing Date, the Posting Issuer shall have furnished to CrowdStreet such further information, certificates and documents as it may reasonably request.

If any of the covenants and conditions specified in this Appendix D shall not have been fulfilled in all material respects when and as provided, or if any of the certificates referred to in or contemplated above shall not be reasonably satisfactory in form and substance to the recipient thereof, a party may cancel this Agreement at, or at any time prior to, a Closing Date. Notice of such cancellation shall be given in writing or by telephone or email confirmed in writing.